

State of Hawaii
Office of Hawaiian Affairs
Health, Human Services, Housing, and Education Hale
Human Services

Request for Proposals

**RFP NO. OHA 06-01
Multi-Service Program**

August 13, 2006

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the [RFP Interest form](#), complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

August 13, 2006

REQUEST FOR PROPOSALS

MULTI-SERVICES FOR LOW-INCOME NATIVE HAWAIIANS RFP No. OHA 06-01

The Office of Hawaiian Affairs (OHA) is requesting proposals from qualified applicants to provide multiple social services to low income Native Hawaiians statewide. Services may include, but are not limited to intake, information and referral, case management financial literacy training, Individual Development Accounts (IDA), emergency financial assistance, and community support. The contract term will be from approximately November 1, 2006 to October 31, 2011, pending the continued availability and appropriation of funds. Only one contract will be awarded under this request for proposals.

Proposals shall be mailed, postmarked by the United States Postal Service on or before September 11, 2006, and received no later than 10 working days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on September 11, 2006, at the main office of the Office of Hawaiian Affairs located at 711 Kapi`olani Boulevard, Suite 500, Honolulu, Hawaii 96813. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. Proposals will not be accepted by fax or electronic submission. There are no exceptions to these requirements.

OHA's Human Services staff will conduct an orientation on August 25, 2006 from 10:00 a.m. to 12:00 noon HST, at OHA's main office. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions regarding this RFP is 4:30 p.m., HST, on September 1, 2006. All written questions will receive a written response from OHA on or about September 8, 2006.

Inquiries regarding this RFP should be directed to the RFP contact person at OHA, Mr. Stephen K. Morse at 711 Kapi`olani Blvd., Ste. 500, Honolulu, Hawaii 96813, telephone: (808) 594-1878, fax: (808) 594-1865, e-mail: stevenm@oha.org. Hard copies of the RFP will be available for pickup at the above office site beginning August 14, 2006, or will be mailed to prospective applicants upon request. OHA will not provide copies electronically or by fax.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: Original plus 3 copies

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **September 11, 2006** and received by the **Office of Hawaiian Affairs** no later than 10 working days from the submittal deadline.

All Mail-ins

**Office of Hawaiian Affairs
711 Kapi`olani Blvd., Suite
500
Honolulu, Hawaii 96813**

OHA RFP COORDINATOR

Stephen K. Morse
For further info. or inquiries

Phone: (808) 594-1878
Fax: (808) 594-1865
E-mail: stevem@oha.org

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **4:30 P.M., Hawaii Standard Time (HST), September 11, 2006**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., September 11, 2006.

Drop-off Site:

Office of Hawaiian Affairs
711 Kapi`olani Blvd., Suite 500
Honolulu, Hawaii 96813

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Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

I. Procurement Timetable

Note that the procurement timetable represents OHA's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing RFP	08/13/2006
Distribution of RFP	08/14/2006 to 09/10/2006
RFP orientation session	08/25/2006
Closing date for submission of written questions for written responses	09/01/2006
OHA's response to applicants' written questions	09/08/2006
Discussions with applicants prior to proposal submittal deadline (optional)	08/26/2006 to 09/08/2006
Proposal submittal deadline	09/11/2006
Discussions with applicant after proposal submittal deadline (optional)	09/12/2006 to 09/15/2006
Final revised proposals (optional)	09/22/2006
Proposal evaluation period	09/25/2006 to 09/29/2006
Provider selection	10/02/2006
Notice of statement of findings and decision	10/06/2006
Contract start date	11/01/2006

II. Website Reference

The State Procurement Office (SPO) website is www.spo.hawaii.gov

	For	Click
1	Procurement of Health and Human Services	"Health and Human Services, Chapter 103F, HRS..."
2	RFP website	"Health and Human Services, Ch. 103F..." and "RFPs"
3	Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	"Statutes and Rules" and "Procurement of Health and Human Services"
4	Forms	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Forms"
5	Cost Principles	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Cost Principles"
6	Protest Forms/Procedures	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Protests"

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at www.hawaii.gov)

	For	Go to
7	Tax Clearance Forms (Department of Taxation Website)	http://www.hawaii.gov/tax/ click "Forms"
8	Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	http://www.capitol.hawaii.gov/ click "Bill Status and Documents" and "Browse the HRS Sections."
9	Department of Commerce and Consumer Affairs, Business Registration	http://www.hawaii.gov/dcca click "Business Registration"
10	Campaign Spending Commission	www.hawaii.gov/campaign

III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

IV. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview--Provides applicants with an overview of the procurement process.

Section 2, Service Specifications--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions--Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation--Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments --Provides applicants with information and forms necessary to complete the application.

V. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Office of Hawaiian Affairs

Phone (808) **594-1878** Fax: (808) **594-1865**

VI. Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: **August 25, 2006** **Time:** **10:00 am to 12:00 noon**

Location: **711 Kapi`olani Blvd., Ste. 500, Honolulu, Hawaii 96813**

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at OHA's discretion. However, answers provided at the orientation are only intended as general direction and may not represent OHA's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VII. Submission of Questions).

VII. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from OHA.

Deadline for submission of written questions:

Date: September 1, 2006 **Time:** 4:30 P.M. HST

OHA responses to applicant written questions will be provided by:

Date: September 8, 2006

VIII. Submission of Proposals

A. Forms/Formats - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (See page 1-2, Websites Referred to in this RFP). Refer to the Proposal Application Checklist for the location of program specific forms.

- 1. Proposal Application Identification (Form SPO-H-200)** - Provides identification of the proposal.
- 2. Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.
- 3. Table of Contents** - A sample table of contents for proposals is located in Section 5 of this RFP, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
- 4. Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that address all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)
- 5. Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required at the time of proposal submittal.

Tax clearance application may be obtained from the Department of Taxation website. (See paragraph II, Website Reference.)

- B. Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.
- C. Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. Wages and Labor Law Compliance** - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website. (See paragraph II, Website Reference.)
- E. Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations, and foreign insurance companies must be register and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)
- F. Campaign Contributions by State and County Contractors.** Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. (See paragraph II, Website Reference.)
- G. Confidential Information** – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate

eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- H. Proposal Submittal** – All mail-ins shall be postmarked by the United States Postal System (USPS) and received by OHA no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by OHA by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:
- Postmarked after the designated date; or
 - Postmarked by the designated date but not received within 10 working days from the submittal deadline; or
 - Submitted by fax, e-mail, website or other electronic means; or
 - Submitted on diskette or CD; or
 - If hand delivered, received after the designated date and time.
- The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

IX. Discussions with Applicants

- A. Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. After Proposal Submittal Deadline -** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with section 3-143-403, HAR.

X. Opening of Proposals

Upon receipt of proposal by OHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by OHA and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

XI. Additional Materials and Documentation

Upon request from OHA, each applicant shall submit any additional materials and documentation reasonably required by OHA in its evaluation of the proposals.

XII. RFP Amendments

OHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XIII. Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by OHA. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

XIV. Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of OHA.

XV. Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

XVI. Provider Participation in Planning

Provider participation in OHA's efforts to plan for or to purchase health and human services prior to OHA's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202 and 3-142-203 of the Hawaii Administrative Rules for Chapter 103F, HRS.

XVII. Rejection of Proposals

OHA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the

service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS, are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith. (Section 3-141-201, HAR)
- (2) Rejection for inadequate accounting system. (Section 3-141-202, HAR)
- (3) Late proposals (Section 3-143-603, HAR)
- (4) Inadequate response to request for proposals (Section 3-143-609, HAR)
- (5) Proposal not responsive (Section 3-143-610(a)(1), HAR)
- (6) Applicant not responsible (Section 3-143-610(a)(2), HAR)

XVIII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of OHA Legal Counsel as to form, and to all further approvals required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. OHA is not liable for any costs incurred prior to the official starting date.

XIX. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) Only the following matters may be protested:

- (1) OHA's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) OHA's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

- (3) OHA's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to the Administrator of OHA (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by OHA.

Head of State Purchasing Agency	Procurement Officer
Name: Clyde W. Namu`o	Name: Stephen K. Morse
Title: Administrator, OHA	Title: Human Services Lead Advocate
Mailing Address: 711 Kapi`olani Blvd., Ste. 500, Honolulu, Hawaii 967813	Mailing Address: 711 Kapi`olani Blvd., Ste 500, Honolulu, Hawaii 96813
Business Address: same	Business Address: same

XX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of OHA funds.

XXI. Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements
- (6) Incorporation of Hawaiian Values in Service Delivery

XXII. Conditions of Contract

Attachment C in Section 5 contains provisions typically found in OHA's agreements with contractors. The agreement with the Contractor selected for the present project can be expected to contain similar language but modified, expanded, and tailored to the project as appropriate.

XXIII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, OHA will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

OHA has been funding a Multi-Service Program (MSP) that provides multiple social services to the Native Hawaiian community since 1991. During the late eighties, the Hui Imi Task Force, an entity created by the State Legislature and comprised of State and private agencies that provide services to Hawaiians, held numerous interviews and community meetings to determine what needs were not being met in the Hawaiian community. Input from these statewide meetings and interviews indicated that Hawaiians were in need of being able to call someone or some place that could link them to the appropriate agency or service, in a manner that was sensitive to Hawaiian practices and culture.

Over time, the goals of the program were expanded to include helping Hawaiians become more socially and economically self-sufficient. As such, services were added to help Hawaiians increase financial knowledge and obtain “assets.” The services included Financial Literacy classes and Individual Development Accounts (IDA), a program that used incentives as a means to teach and motivate Hawaiians to save money for specific purposes, such as buying a house, furthering their education, or starting a business.

Following the MSP’s underlying philosophy of providing Hawaiians in need a “hand up” and not a “hand out,” a financial assistance fund was established to help them with emergency needs. Emergency needs might include help with unexpected funeral costs, staving off eviction from a housing unit, helping with an electricity bill to prevent termination of service, and other similar time-sensitive situations. Emergency funding is generally provided on a one-time only basis, and the recipients are asked to pay back the funds when they are able to, or in lieu of repayment, provide some kind of community service. Recipients are in many cases, also referred to financial literacy classes.

To address the existing needs of Hawaiian communities, community outreach and service have also been major components of MSP. Through its outreach program, MSP has been able to reach many Hawaiians who would generally be “lost in the system,” and by establishing networks, partnerships, and working relationships with other community organizations, MSP representatives have

been able to serve as windows to these communities, staying current with needs and trends.

The following list is how the MSP is generally structured and the type of services included:

- **Information and Referral**
- **Case Management**

Intake

Case Management Plan

Counseling Services

Referral to Financial Literacy, IDA, Economic Literacy Training, or Direct Services

- **Follow-up Services**

Counseling

Closing of IDA accounts

- **Community Outreach**
- **Community Service Activities**
- **Financial Emergency Assistance Funding**

The purpose of this RFP is to procure MSP services from a service provider that has a statewide service delivery system already in place and is capable of providing these services to Hawaiians in an integrated manner, e.g. providing financial literacy classes to recipients of emergency funding assistance or any combination of the services listed above.

B. Planning activities conducted in preparation for this RFP

A Request for Information (RFI) relating to this RFP was posted on the State Procurement Notices Website from June 2, 2006 to June 14, 2006. OHA received one letter from a potential applicant in response to the RFI.

C. Description of the goals of the service

MSP's primary goals are as follows:

1. To be an Information Resource Center that helps Hawaiians in need link to appropriate agencies and services in a manner that is sensitive to Hawaiian practices and culture.
2. To improve the quality of life for Hawaiians by helping them gain financial independence.

D. Description of the target population to be served

The MSP targets low and very-low income Native Hawaiians. Current federal income guidelines are used in defining low-income individuals and families.

E. Geographic coverage of service.

Services are targeted to income-eligible Hawaiians on each of the islands of Kaua`i, Oahu, Maui, Moloka`i, Lana`i, and Hawai`i.

F. Probable funding amounts, source, and period of availability

The probable funding amount for MSP for State 2007 fiscal year (July 1, 2006 to June 30, 2007) is \$730,000. The sources of funding include OHA Trust funds and matching funds from the State Legislature as stipulated in OHA's FY 06-07 Biennium Budget. Future funding, including any increases or decreases, is dependent upon approval by OHA and the State Legislature.

II. General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

Any non-profit or for profit entity registered to do business in the State of Hawaii is eligible to submit a proposal in response to this RFP. With their proposals, respondents will be required to submit a Certificate of Good Standing from the State of Hawaii Department of Commerce and Consumer Affairs, Certificate of Good Standing from the State Department of Labor and Industrial Relations, and a Tax Clearance stamped by both the State of Hawaii Department of Taxation and the Internal Revenue Services.

Respondents should have experience providing services to Native Hawaiians and will be required to have a statewide service delivery system in place at the time a proposal is submitted.

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases – none.

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

☐ Allowed ☒ Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

☒ Single ☐ Multiple ☐ Single & Multiple

Criteria for multiple awards:

E. Single or multi-term contracts to be awarded

(Refer to §3-149-302, HAR)

☐ Single term (≤ 2 yrs) ☒ Multi-term (> 2 yrs.)

Contract terms:

Initial Term of contract: one (1) year.

Length of each extension: one (1) year.

Number of possible extensions: four (4).

Maximum length of contract: five (5) years.

The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

Conditions for extension: availability of funding from OHA and the State

Legislature; satisfactory service performance and fiscal management as determined by progress and financial reports; must be in writing; must be executed prior to expiration.

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider or providers. Written questions should be submitted to the RFP contact person and received on or

before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Contact: Stephen K. Morse, Lead Advocate for Human Services
Office of Hawaiian Affairs
711 Kapi`olani Blvd, Ste. 500
Honolulu, HI 96813
Phone: (808) 594-1878
Fax: (808) 594-1865
E-mail: stevem@oha.org

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

- 1. Provide information on and referral to resources that meet client need for services in the areas of education, housing, individual and family care, health care, legal services, community/organizational services, business/micro-enterprise, employment/income security, genealogy research and information, and other general information**
- 2. Provide case management for individuals and families needing longer term assistance. This service shall include intake and evaluation, development of a case management plan, counseling that includes referral to financial and economic literacy classes, enrollment in an Individual Development Account (IDA), referral to employment and training programs, referral to vocational education programs, and follow-up counseling, including closing of IDA accounts.**
- 3. Provide financial literacy classes with training in personal financial management, debt reduction, debt management, and credit counseling as needed and/or appropriate.**
- 4. Implement, administer, and manage an IDA program for clients who could benefit from this program.**
- 5. Administration and management of a financial assistance fund that provides Hawaiians with a hand up in emergencies.**
- 6. Conduct community outreach to underserved Hawaiians or those who are difficult to reach for various reasons, including living in remote locations, physical disabilities that hamper mobility, lack of transportation, and general lack of knowledge of services that are able.**
- 7. Conduct community service activities including but limited to attending community meetings, establishing partnerships and/or working relationships with groups and organizations, serve on community boards, and providing technical assistance to community groups and organizations.**

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

Providers will be required to have at least one, full-time MSP staff person located on each of the islands of Kauaʻi, Oahu, Maui, Molokaʻi, Lanaʻi, and Hawaiʻi.

2. Administrative

Provider will be required to have sufficient personnel to direct and administer a statewide service delivery system.

3. Quality assurance and evaluation specifications

Provider will be required to maintain all relevant records, documents, and materials as deemed necessary by OHA to monitor and evaluate MSP activities and services and cooperate and will be required to participate in all monitoring and evaluation activities, including coordinating site visits by OHA representatives.

4. Output and performance/outcome measurements

Provider will be required to measure the benefits and effectiveness of MSP activities and services by: (a) the number of Hawaiians encouraged , inspired, and counseled to continue their education, buy a home, own their own business, or in other ways to become financially independent and improve the quality of their lives; (b) the number of Hawaiians that attend and complete financial literacy classes; (c) the number of Hawaiians that open an IDA account; (d) the number of Hawaiians who open an IDA account and reach their goals of purchasing an asset or starting their own business, depositing funds into an escrow account to purchase a home, or enrolling and attending a post-secondary education institution; (e) the number of Hawaiians given a hand up through the distribution of emergency financial funds; (f) the number of case management plans completed; (g) the number of Hawaiians provided services as the result of community outreach activities; and (h) the number and type of community service activities performed by MSP personnel.

5. Experience

Provider will be required to have at least five years of experience in delivering social services to Hawaiians and in operating and administering a statewide service delivery system.

6. Coordination of services

Provider will be required to coordinate services to clients when case management plans call for clients to receive multiple services through the MSP. In cases where clients are referred for assistance to multiple agencies, provider will be required to coordinate the services of these agencies to the clients.

7. Reporting requirements for program and fiscal data

The work performed by the provider under the MSP will be coordinated with the OHA designated representative who will act as the principal liaison between the provider and OHA, assist in resolving policy questions, expedite decisions, and review the work performed.

The provider will be responsible for maintaining close and frequent communication with OHA at all stages of the work performed under the MSP.

The provider will be required to submit to OHA quarterly progress and financial reports describing the status of program activities, approximate percentage of work completed to date, and other information required by OHA for its monitoring and evaluation process. Quarterly reports will be submitted in the appropriate formats and within the deadlines specified by OHA.

Within thirty (30) days after the end of the MSP contract, the provider will be required to submit final performance and financial expenditure reports, together with a report on any unexpended balance of funds advanced by OHA.

8. Pricing structure or pricing methodology to be used.

OHA has established a fixed price of \$730,000 for the MSP contract. With their proposals, applicants will be required to furnish a reasonable estimate of services they can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff).

9. Units of service and unit rate.

Not applicable.

10. Method of compensation and payment

Provider will be given an initial payment, which is negotiable, upon the full execution of the MSP contract. Thereafter, OHA will distribute quarterly payments to the provider upon the receipt of quarterly progress and financial reports satisfactory to OHA, and the submission of an invoice. The amount of quarterly payments is negotiable.

IV. Facilities

In conjunction with having a statewide service delivery system, provider will be required to open and maintain at least one MSP office on each of the islands of Kaua`i, Oahu, Maui, Lana`i, Moloka`i, and Hawai`i.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to OHA using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

I. Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

II. Experience and Capability

A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

Applicant shall include points of contact, addresses, and e-mail/phone numbers for all project references. OHA reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community. To demonstrate this capability, OHA recommends the applicant attach letters of support from other agencies and resources with whom the applicant is coordinating services.

E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

III. Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the

services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

B. Project Organization

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application.

IV. Service Delivery

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

At minimum, the following services activities will be required of the provider:

1. **Provide information on and referral to resources that meet client need for services in the areas of education, housing, individual and family care, health care, legal services, community/organizational services, business/micro-enterprise, employment/income security, genealogy research and information, and other general information.**
2. **Provide case management for individuals and families needing longer term assistance. This service shall include intake and evaluation, development of a case management plan, counseling that includes referral to financial and economic literacy classes, enrollment in an Individual Development Account (IDA), referral to employment and training programs, referral to vocational education programs, and follow-up counseling, including closing of IDA accounts.**
3. **Provide financial literacy classes with training in personal financial management, debt reduction, debt management, and credit counseling as needed and/or appropriate.**
4. **Implement, administer, and manage an IDA program for clients who could benefit from this program.**
5. **Administer and manage a financial assistance fund that provides Hawaiians with a hand up in emergencies.**
6. **Conduct community outreach to underserved Hawaiians or those who are difficult to reach for various reasons, including living in remote locations, physical disabilities that hamper mobility, lack of transportation, and general lack of knowledge of services that are able.**
7. **Conduct community service activities including but limited to attending community meetings, establishing partnerships and/or working relationships with groups and organizations, serve on community boards, and providing technical assistance to community groups and organizations.**

V. Financial

A. Pricing Structure

Applicant shall submit a cost proposal utilizing the pricing structure designated by OHA. The cost proposal shall be attached to the Proposal Application.

No budget forms are required. However, applicant shall submit cost proposal in an organized line item budget format with sufficient narrative to justify costs proposed.

B. Other Financial Related Materials

1. Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

- Most recent independent financial audit.

VI. Other

A. Litigation

The applicant shall disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The Administrator of OHA or an evaluation committee of designated reviewers selected by the Administrator shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>		<u>Possible Points</u>
<i>Administrative Requirements</i>		
<i>Proposal Application</i>		100 Points
Program Overview	0 points	
Experience and Capability	20 points	
Project Organization and Staffing	15 points	
Service Delivery	55 points	
Financial	10 Points	
TOTAL POSSIBLE POINTS		100 Points

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)
- Certification of Good Standing from the State Department of Commerce and Consumer Affairs
- Certification of Good Standing from the State Department of Labor and Industrial Relations
- Tax Clearance by the State Department of Taxation and the Internal Revenue Service

B. Phase 2 - Evaluation of Proposal Application (100 Points)

1. *Experience and Capability (20 Points)*

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

A. Necessary Skills

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.
- Existing statewide service delivery system.

B. Experience

- 5 years of delivering social services to Hawaiians.
- Financial Literacy Training
- Individual Development Accounts (IDA)

C. Quality Assurance and Evaluation

- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Proper record keeping system.

D. Coordination of Services

- Demonstrated capability to coordinate services with other agencies and resources in the community.
- Letters of Support from Agencies

E. Facilities

- Adequacy of facilities relative to the proposed services.
- Offices statewide

2. *Project Organization and Staffing (15 Points)*

The State will evaluate the applicant's overall staffing approach to the service that shall include:

A. Staffing

- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.
- Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program.
- Job Descriptions and/or Resumes of Staff

B. Project Organization

- Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.
- Statewide service delivery system.

3. Service Delivery (55 Points)

- Intake and Evaluation Procedures.
- Information and Referral System.
- Case Management System.
- Financial Literacy Program.
- Individual Development Account Program.
- Criteria for Distribution of Emergency Funds.
- Community Outreach Program.
- Community Services Plan.
- Services Integration Plan.
- Incorporation of Hawaiian Values in Service Delivery.

5. Financial (10 Points)

- Applicant's proposal budget is reasonable, given program resources and operational capacity.
- Adequacy of accounting system.

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Sample of OHA Contract

Proposal Application Checklist

Applicant: _____

RFP No.: OHA 06-01 _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, paragraph II Website Reference.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	X	
Cost Proposal (Budget)			X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
Certificate of Good Standing		DCCA, DLIR	X	
Letters of Support from Agencies			X	
Independent Financial Audit			X	

Authorized Signature

Date

Proposal Application Table of Contents

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III.	Project Organization and Staffing	7
A.	Staffing.....	7
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2.	Staff Qualifications	9
B.	Project Organization	10
1.	Supervision and Training.....	10
2.	Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
IV.	Service Delivery.....	12
V.	Financial.....	20
	See Attachments for Cost Proposal	
VI.	Litigation.....	20
VII.	Attachments	
A.	Cost Proposal SPO-H-205 Proposal Budget SPO-H-206A Budget Justification - Personnel: Salaries & Wages SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits SPO-H-206C Budget Justification - Travel: Interisland SPO-H-206E Budget Justification - Contractual Services – Administrative	
B.	Other Financial Related Materials Financial Audit for Most Recently Completed Fiscal Year.	
C.	Organization Chart Program Organization-wide	
D.	Performance and Output Measurement Tables Table A Table B Table C	
E.	Program Specific Requirement	

OFFICE OF HAWAIIAN AFFAIRS
CONTRACT NO. _____
BETWEEN
OFFICE OF HAWAIIAN AFFAIRS
AND

AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____ by and between the OFFICE OF HAWAIIAN AFFAIRS, a body corporate existing under the Constitution and laws of the State of Hawai'i, by its Administrator, Clyde W. Namu'o, and its Deputy Administrator, Ronald B. Mun, acting by and on behalf of the Board of Trustees, whose principal place of business and mailing address is 711 Kapi'olani Boulevard, Suite 500, Honolulu, Hawai'i 96813, hereinafter referred to as "OHA", and _____ by its _____, whose principal place of business and mailing address is _____

_____ 96813 (Federal I.D. No. _____), hereinafter referred to as "CONTRACTOR."

In this AGREEMENT, the party who is contracting to receive services is "OHA and the party who will be providing the services are the "CONTRACTOR."

WITNESSETH :

WHEREAS, one of the purposes for which OHA has been established is to better the conditions of Hawaiians as defined in Section 10-2, Hawai'i Revised Statutes (HRS); and

WHEREAS, OHA was established to better the conditions of native Hawaiians and Hawaiians as defined in HRS sections 10-2, 10-4(4), 10-4(6) and 10-4(8), and other applicable law(s), as amended; and

WHEREAS, the expenditure of funds as proposed in this Agreement are intended for the betterment of conditions of native Hawaiians and Hawaiians as set forth in section 10-3(1) and (2), HRS, and is consistent with the purpose for which these funds were appropriated; and

WHEREAS,

WHEREAS, OHA desires to retain a _____ who can efficiently and effectively assist OHA with _____; and

WHEREAS, the CONTRACTOR possesses the required expertise, experience, and qualifications to render the services required under this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION ONE- SCOPE OF SERVICES

The CONTRACTOR agrees to satisfactorily render services hereinafter set forth which includes but may not be necessarily limited to:

SECTION TWO -TIME AND MANNER OF PERFORMANCE

The CONTRACTOR shall render the services required under this Agreement from _____ through and including _____, unless this Agreement is sooner terminated as provided for in SECTION SIXTEEN of this Agreement. The manner in which the services are to be performed and the specific hours to be worked by the CONTRACTOR shall be determined by the CONTRACTOR, limited, however, to the maximum amount payable as specified in this Agreement.

SECTION THREE - COMPENSATION AND METHOD OF PAYMENT

OHA agrees to compensate CONTRACTOR, subject to the availability of funds, a maximum amount not to exceed, _____ inclusive of all actual reasonable ordinary necessary costs and expenses, including general excise tax currently at the rate of 4.166%, for services satisfactorily rendered under this Agreement. All costs and expenses shall be actual reasonable ordinary necessary costs and/or expenses incurred in conjunction with the services rendered under SECTION ONE - SCOPE OF SERVICES herein and shall be approved by the Coordinator. The Coordinator's written approval shall also be required prior to CONTRACTOR's incurring any exceptional costs and/or expenses. Should inter-island or out-of state travel be required, the CONTRACTOR shall obtain advance

written approval from the Coordinator for such travel. Travel shall be by the most economical means

consistent with time available and the urgency of the trip. Travel accommodations (airfare, subsistence and lodging) shall be reasonable and comparable to the current per diem rates afforded State employees for similar type travel and shall be uniform and equitable for all travelers in all cases. Other necessary reasonable expenses which meet certain stipulated conditions and that are supported by receipts issued in the normal course of business may be allowed, subject to the approval of the Coordinator.

Fees shall be payable upon presentment of monthly invoices specifying to the satisfaction of OHA's Coordinator, who is identified in Section Four of this Agreement, that the services rendered have been satisfactorily performed in conformance with this Agreement. The invoices shall include a detailed breakdown of CONTRACTOR's time charges attributable to the particular billing period and shall be accompanied by a verbal and/or written activity report as required by OHA identifying the type of work activities, tasks, and/or work product completed. Receipts evidencing actual costs and expenditures shall accompany monthly invoices whenever possible. Expenditure details and related receipts for any travel shall be for actual travel expenses incurred and shall also accompany monthly invoices presented for payment.

All payments shall be made in accordance with and subject to Chapter 40, HRS, which specifies the accounting procedures and controls applicable to payments out of the Treasury of the State of Hawai'i. Final payment in final settlement of this Agreement shall be subject to §103-53, HRS, which requires a tax clearance from the Director of Taxation, State of Hawai'i, stating that all delinquent taxes, if any levied or accrued under state statutes against the CONTRACTOR has been paid.

Upon termination of this Agreement, payments under this section shall cease, provided however, that CONTRACTOR shall be entitled to payments for work performed prior to the date of termination, provided hereinafter, and for which CONTRACTOR has not yet been paid.

SECTION FOUR - COORDINATION AND REPORTS

The work performed under this Agreement shall be coordinated with the

_____, hereinafter referred to as "Coordinator", who will act as the contract monitor and principal liaison between the CONTRACTOR and OHA and who will assist in resolving policy questions, expediting decisions and the review of the work performed.

It shall be the responsibility of the CONTRACTOR to maintain close and frequent communication with the Coordinator at all stages of the work required under this Agreement. The CONTRACTOR shall inform the Coordinator of all scheduled contacts made by CONTRACTOR with public agencies or individuals on matters relating to work performed under this Agreement.

The CONTRACTOR shall submit to the Coordinator upon request written progress reports on the performance of services, expenditure reports, and/or any other information required by Coordinator. The CONTRACTOR shall submit these reports in the appropriate formats and within the deadlines specified by the Coordinator.

The CONTRACTOR may be requested to discuss any work or reports with OHA's Board of Trustees or Administrator.

SECTION FIVE - RECORDS MAINTENANCE, RETENTION, AND ACCESS

The CONTRACTOR shall, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the CONTRACTOR's performance of services under this Agreement. OHA, the comptroller of the State of Hawai'i, and any of its authorized representatives, the committees (and their staff) of the Legislature of the State of Hawai'i, and the Legislative Auditor of the State of Hawai'i shall have the right of access to any book, document, paper, file or other record of the CONTRACTOR (and of any of its subcontractors) that is related to the performance of services under this Agreement in order to conduct an audit or other examination or to make excerpts and transcripts for the purposes of monitoring and evaluating the CONTRACTOR's performance of services and the CONTRACTOR's program, management and fiscal practices to assure the proper and effective expenditure of funds under this Agreement.

The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The CONTRACTOR shall retain all records related to the CONTRACTOR's performance of services under this Agreement at least THREE (3) years after the date of submission of the CONTRACTOR's final expenditure report, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the THREE (3) year period, the CONTRACTOR shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year retention period, whichever occurs later.

SECTION SIX - RESPONSIBILITY FOR ACCURACY, COMPLETENESS AND ADEQUACY

The CONTRACTOR shall be responsible and accountable for accuracy, completeness, clarity, and adequacy of the work performed, including work performed by agents and employees. The CONTRACTOR agrees to perform the work in a professional manner with a professional attitude that shall involve a personal desire to place the Project's interest above other considerations and to accept the professional responsibility for the services to be rendered.

SECTION SEVEN - INDEPENDENT CONTRACTOR

In the performance of the services required under this Agreement, CONTRACTOR shall be an "independent contractor" with the authority to control and direct the performance and details of the work and services required under this Agreement; however, OHA shall have a general right to inspect the work in progress to determine whether, in OHA's opinion, the services are being performed by the CONTRACTOR in accordance with the provisions of this Agreement. The CONTRACTOR shall insure that all person(s) hired or used by the CONTRACTOR as agents and employees are qualified to engage in the activity and services in which they participate. The CONTRACTOR's agents and employees shall also be bound by the provisions of this AGREEMENT. At the request of the OHA, CONTRACTOR shall provide adequate evidence that such persons are CONTRACTOR's agents or employees.

The CONTRACTOR shall insure that all applicable licensing and operating requirements of the State, Federal and County governments and all applicable accreditation and other standards of quality generally accepted in the field of the CONTRACTOR's business are completed and satisfactorily met. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire

liability for any of its agents and employees, and to third parties for all loss, cost, damage, or injury caused, either directly or indirectly, by CONTRACTOR or CONTRACTOR's agents and employees in the course of their employment. Any work under this Agreement shall not be construed as employment with OHA and shall not entitle CONTRACTOR or CONTRACTOR's agents and employees to vacation, sick leave, retirement, or other benefits afforded OHA employees. The CONTRACTOR shall be responsible for obtaining and maintaining a general excise tax license and other required licenses related to the operations of CONTRACTOR's business and shall be responsible for the payment of applicable income, social security, any other federal, state or county taxes and fees, as appropriate.

SECTION EIGHT - SUBCONTRACTS AND ASSIGNMENTS

The CONTRACTOR may not subcontract, assign, or transfer any right, title, or interest in whole or in part any services to be performed under this Agreement without prior written consent and approval of OHA. OHA may condition any consent and approval upon such terms and provisions that OHA may deem necessary. Furthermore, no assignment of claims for money due or to become due to the CONTRACTOR under this Agreement shall be effective unless such assignment is first approved by OHA.

SECTION NINE - INDEMNIFICATION/INJURIES

The CONTRACTOR shall defend, indemnify and hold OHA, its Trustees, employees, or agents harmless, from and against any and all actions, claims, suits, damages and expenses, including attorney fees, costs and judgments arising, either directly or indirectly, out of or resulting from the errors, omissions or acts of CONTRACTOR or CONTRACTOR's officers, employees, agents, or subcontractors occurring during or in connection with the performance of CONTRACTOR's services under this Agreement.

The CONTRACTOR acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the CONTRACTOR (and CONTRACTOR's employees, if any). The CONTRACTOR waives any rights to recover from OHA for any injuries that CONTRACTOR or CONTRACTOR's employees or agents may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR or CONTRACTOR's employees or agents.

SECTION TEN - OTHER CONDITIONS OF USE OF FUNDS

The CONTRACTOR shall not use any funds involved in this Agreement for purposes of entertainment, or perquisites and shall comply with any and all conditions applicable to the funds to be paid under this Agreement, including those conditions made applicable by provisions of appropriation acts of the Legislature or by administrative rules adopted pursuant to law.

SECTION ELEVEN - CONFIDENTIALITY OF MATERIAL

Any information, data, report, record or material given to or prepared or assembled by CONTRACTOR under this Agreement shall be confidential and shall not be made available to any individual or organization by CONTRACTOR without prior written approval of OHA. A violation of this Section shall be a material violation of this Agreement.

If it appears that CONTRACTOR has disclosed (or has threatened to disclose) information in violation of this Agreement, OHA shall be entitled to an injunction to restrain CONTRACTOR from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. OHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

The confidentiality provisions of this Agreement shall remain in full force and effect after termination of this Agreement.

SECTION TWELVE - CONFLICT OF INTEREST & DISCLOSURE

The CONTRACTOR represents that CONTRACTOR presently has no interest and CONTRACTOR shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement.

The CONTRACTOR is required to disclose any outside activities or interests, including ownership or participation in any activity that conflict or may conflict with the best interests of OHA. Prompt disclosure is required under this Section if the activity or interest is related, directly or indirectly, to any activity that CONTRACTOR may be involved with on behalf of OHA.

SECTION THIRTEEN - RETURN OF RECORDS

Upon termination of this Agreement, as provided hereinafter, the CONTRACTOR shall deliver and surrender to OHA on or before the expiration date or date of sooner termination (a) all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, records, notes, data, memorandum, or other materials prepared by the CONTRACTOR; (b) all discoveries, inventions or developments produced in whole or in part under this AGREEMENT; and (c) all equipment and unused supplies and materials leased or purchased with funds paid to CONTRACTOR under this AGREEMENT which shall become OHA property. Further, the CONTRACTOR shall surrender, return and deliver to OHA all information, data, reports, records, maps, and other materials or property to OHA provided to the CONTRACTOR by OHA on or before the expiration date or date of sooner termination. The CONTRACTOR shall not be required, however, to deliver or surrender any licenses to proprietary software used in CONTRACTOR's normal course of business.

SECTION FOURTEEN - NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

OHA:

CONTRACTOR:

OFFICE OF HAWAIIAN AFFAIRS

711 Kapi'olani Boulevard, Suite 500

Honolulu, Hawai'i 96813

Attn: Clyde W. Namu'o, Administrator

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

All notices sent to either party under this Agreement shall be deemed to have been received THREE (3) days after date of deposit of same in the United States mail, postage prepaid, or at the time of actual receipt, whichever is the earlier.

SECTION FIFTEEN - DISPUTE

NEGOTIATION. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach, termination, or validity thereof, OHA and CONTRACTOR agree to use its best efforts to settle such dispute, claim, question, or disagreement. To this effect, upon notice of the dispute, claim, question or disagreement, OHA and CONTRACTOR agree to consult and negotiate with each other in good faith to reach a just and mutually satisfactory solution.

MEDIATION. If OHA and CONTRACTOR do not reach such a negotiated solution within TWENTY-ONE (21) days of notice of the dispute, claim, question or disagreement, OHA and

CONTRACTOR agree next to try in good faith to settle the dispute by mediation before resorting to arbitration. The mediation shall be administered by a mediator mutually agreed upon by OHA and CONTRACTOR in accordance with the Dispute Prevention and Resolution, Inc. Mediation Rules and Guidelines.

ARBITRATION. Thereafter, any unresolved dispute, claim, question or disagreement arising out of or relating to this Agreement (including whether such dispute, claim, question or disagreement is arbitrable), or breach, termination or validity thereof, shall be settled by binding arbitration before one arbitrator, and judgment upon the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be administered and conducted in accordance with Arbitration Rules of Dispute Prevention and Resolution, Inc. in effect at the time a request for arbitration of the dispute is made. A decision and award of the arbitration made under the said rules shall be exclusive, final, and binding upon both parties, their agents, employees, successors, and assigns. The costs and expenses of the arbitration shall be borne equally by the parties. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of services under this AGREEMENT. The selection of the arbitrator shall be mutually agreed to by OHA and the CONTRACTOR. OHA and CONTRACTOR understand that by choosing arbitration for its dispute, OHA and CONTRACTOR are waiving its right to trial by jury.

The negotiation, mediation, or arbitration shall be conducted in Honolulu, Hawai'i.

SECTION SIXTEEN - TERMINATION OF AGREEMENT

If, for cause, the CONTRACTOR fails to satisfactorily fulfill, in a timely and proper manner, the CONTRACTOR's obligation under this Agreement or breaches any promises, terms or conditions of this Agreement and, having been given reasonable notice in writing of an opportunity to cure any such default and not having taken satisfactory corrective action with the time specified by OHA, OHA shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination not less than SEVEN (7) calendar days before the effective date of such termination. The particular acts which shall constitute cause and justify termination include poor performance, disloyalty or self-dealing, disclosure of confidential information, or other acts of like nature.

Either party may terminate this Agreement without statement of cause at any time upon written notice to the other party of such termination not less than seven (7) calendar days before the effective date of such termination. If, however, termination is initiated by the CONTRACTOR and OHA believes that CONTRACTOR is in material default of any provisions of this Agreement, OHA will notify CONTRACTOR of the default prior to the effective date of termination and the termination shall be one for cause as provided herein.

In the final settlement of this Agreement, OHA shall determine the amount of unexpended and unobligated funds to be refunded to OHA by the CONTRACTOR. If the termination is for cause, any other provision to the contrary notwithstanding, the CONTRACTOR shall not be relieved of liability to OHA for damages sustained because of any breach of this Agreement by the CONTRACTOR. Liquidated damages shall be assessed in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per week.

SECTION SEVENTEEN – AMENDMENT

This Agreement may be modified, amended or extended, if the amendment is made in writing and is signed by both parties. This contract may be extended on condition of satisfactory performance by the CONTRACTOR as determined by the COORDINATOR and shall be contingent upon the availability of funds for compensation payable for services rendered and cost and expenses incurred beyond the initial term of this Agreement.

SECTION EIGHTEEN - SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

SECTION NINETEEN - WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce, or, the granting of a waiver of, any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION TWENTY - ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

SECTION TWENTY-ONE - APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Hawai‘i

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

OFFICE OF HAWAIIAN AFFAIRS

Date: _____, 2006

By _____
CLYDE W. NAMU‘O
Its Administrator

Date: _____, 2006

By _____
RONALD B. MUN
Its Deputy Administrator

OHA"

Date: _____ 2006

By _____

Its _____

CONTRACTOR"

APPROVED AS TO CONTENT:

Date: _____, 2006

APPROVED AS TO FORM:

Date: _____, 2006

STATE OF HAWAI'I)
) ss.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 2006, before me personally appeared CLYDE W. NAMU'O, to me known, who being by me duly sworn, did say that he is the Administrator of the OFFICE OF HAWAIIAN AFFAIRS, a body corporate and instrumentality of the State, and that in the absence of a seal that said instrument was signed in behalf of said corporation by authority of its Board of Trustees, and the said Administrator acknowledged said instrument to be the free act and deed of said organization.

Notary Public, State of Hawai'i
Print Name: _____
My commission expires: _____

STATE OF HAWAI'I)
) ss.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 2006, before me personally appeared RONALD B. MUN, to me known, who being by me duly sworn, did say that he is the Deputy Administrator of the Office of Hawaiian Affairs, a body corporate and said instrumentality of the State and that in the absence of a seal that said instrument was signed in behalf of said corporation by authority of its Board of Trustees, and said Deputy Administrator acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawai'i
Print Name: _____
My commission expires: _____

STATE OF HAWAI'I)
) ss.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 2006 before me personally appeared _____, to me known, who, being by me duly sworn, did say that he or she is the _____ of _____, a Hawaii _____; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawai'i
Print Name: _____
My commission expires _____